

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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PAUL THOMPSON,

Plaintiff,

-against-

CORPORATION COUNSEL, DEPARTMENT OF
CORRECTION, CAPTAIN KEARNEY,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

07 Civ. 3021 (JSR)(HBP)

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 5-20-08

WHEREAS, plaintiff commenced this action by filing a complaint on or about April 13, 2007, alleging that defendants Corporation Counsel, New York City Department of Correction, and Correction Captain Kearney violated plaintiff's federal civil and state common law rights; and

WHEREAS, defendants Corporation Counsel, New York City Department of Correction, and Correction Captain Kearney have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff the sum of Two Thousand Eight Hundred Fifty (\$2,850.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants Corporation Counsel, New York City Department of Correction and Correction Captain Kearney and to release the defendants, any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged by plaintiff arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

Apr. 11 2008

PAUL THOMPSON
Plaintiff *Pro Se*
#07-A-2094
Great Meadow Correctional Facility
P.O. Box 51
Comstock, New York 12821

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants Corp. Counsel and
New York City Department of Correction
100 Church Street
New York, New York 10007
(212) 788-0906

By:


PAUL THOMPSON
Plaintiff Pro Se

By:


SHAWN FABIAN (SF4606)
Assistant Corporation Counsel

SO ORDERED:


U.S.D.J. 5-19-08

Sworn to me on this
11th day of April 2008



CURTIS F. POIRIER
Notary Public, State of New York
Qualified in Warren County
No. 01PO6122732
Commission Expires February 22, 2009